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Attorneys for Defendant
STRYKER SALES CORPORATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JOHN HOPKINS, BRODY
PUCKETT, on behalf of themselves,
individually, and all other similarly
situated,

Plaintiffs,

v.

STRYKER SALES CORPORATION,
a Michigan Corporation; and DOES 1
to 100, inclusive,

Defendants.

Case No. CV-11-02786 LHK

**STIPULATED PROTECTIVE
ORDER FOR LITIGATION
INVOLVING PATENTS, HIGHLY
SENSITIVE CONFIDENTIAL
INFORMATION AND/OR TRADE
SECRETS**

(MODIFIED BY THE COURT)

[Re: Docket No. 17]

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than prosecuting
5 this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition
6 the court to enter the following Stipulated Protective Order. The parties acknowledge that
7 this Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends only
9 to the limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The parties further acknowledge, as set forth in Section
11 14.4, below, that this Stipulated Protective Order does not entitle them to file
12 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that
13 must be followed and the standards that will be applied when a party seeks permission
14 from the court to file material under seal.

15 2. DEFINITIONS

16 2.1 Challenging Party: a Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 2.2 "CONFIDENTIAL" Information or Items: information
19 (regardless of how it is generated, stored or maintained) or tangible things that qualify
20 for protection under Federal Rule of Civil Procedure 26(c)

21 2.3 Counsel (without qualifier): Outside Counsel of Record and
22 House Counsel (as well as their support staff).

23 2.4 Designated House Counsel: House Counsel who seek access to
24 "HIGHLY CONFIDENTIAL — ATTORNEYS' EYES ONLY" information in this matter.

25 2.5 Designating Party: a Party or Non-Party that designates
26 information or items that it produces in disclosures or in responses to discovery as
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL — ATTORNEYS" EYES
28 ONLY"

1 2.6 Disclosure or Discovery Material: all items or information,
2 regardless of the medium or manner in which it is generated, stored, or maintained
3 (including, among other things, testimony, transcripts, and tangible things), that are
4 produced or generated in disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a
6 matter pertinent to the litigation who (1) has been retained by a Party or its counsel to
7 serve as an expert witness or as a consultant in this action, (2) is not a past or current
8 employee of a Party or of a Party's competitor, and (3) at the time of retention, is not
9 anticipated to become an employee of a Party or of a Party's competitor.

10 2.8 “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES
11 ONLY” Information or Items: extremely sensitive “Confidential Information or
12 Items,” disclosure of which to another Party or Non-Party would create a substantial
13 risk of serious harm that could not be avoided by less restrictive means.

14 2.9 House Counsel: attorneys who are employees of a party to this
15 action. House Counsel does not include Outside Counsel of Record or any other
16 outside counsel.

17 2.10 Non-Party: any natural person, partnership, corporation,
18 association, or other legal entity not named as a Party to this action.

19 2.11 Outside Counsel of Record: attorneys who are not employees of a
20 party to this action but are retained to represent or advise a party to this action and have
21 appeared in this action on behalf of that party or are affiliated with a law firm which
22 has appeared on behalf of that party.

23 2.12 Party: any party to this action, including all of its officers,
24 directors, employees, consultants, retained experts, and Outside Counsel of Record
25 (and their support staffs).

26 2.13 Producing Party: a Party or Non-Party that produces
27 Disclosure or Discovery Material in this action.

28 2.14 Professional Vendors: persons or entities that provide litigation

1 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
 2 demonstrations, and organizing, storing, or retrieving data in any form or medium)
 3 and their employees and subcontractors.

4 2.15 Protected Material: any Disclosure or Discovery Material that
 5 is designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL —
 6 ATTORNEYS' EYES ONLY.”

7 2.16 Receiving Party: a Party that receives Disclosure or Discovery
 8 Material from a Producing Party.

9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only
 11 Protected Material (as defined above), but also (1) any information copied or extracted
 12 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
 13 Protected Material; and (3) any testimony, conversations, or presentations by Parties or
 14 their Counsel that Might reveal Protected Material. However, the protections conferred
 15 by this Stipulation and Order do not cover the following information: (a) any
 16 information that is in the public domain at the time of disclosure to a Receiving Party
 17 or becomes part of the public domain after its disclosure to a Receiving Party as a result
 18 of publication not involving a violation of this Order, including becoming part of the
 19 public record through trial or otherwise; and (b) any information known to the
 20 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
 21 disclosure from a source who obtained the information lawfully and under no obligation
 22 of confidentiality to the Designating Party. Any use of Protected Material at trial shall
 23 be governed by a separate agreement or order.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality
 26 obligations imposed by this Order shall remain in effect until a Designating Party
 27 agrees otherwise in writing or a court order otherwise directs. Final disposition shall
 28 be deemed to be the later of (1) dismissal of all claims and defenses in this action,

1 with or without prejudice; and (2) final judgment herein after the completion and
 2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
 3 including the time limits for filing any motions or applications for extension of time
 4 pursuant to applicable law. **For a period of six months after final disposition of this
 litigation, this court will retain jurisdiction to enforce the terms of this order.**

5 **5. DESIGNATING PROTECTED MATERIAL**

6 **5.1 Exercise of Restraint and Care in Designating Material for**
 7 **Protection.**

8 Each Party or Non-Party that designates information or items for protection
 9 under this Order must take care to limit any such designation to specific material that
 10 qualifies under the appropriate standards. To the extent it is practical to do so, the
 11 Designating Party must designate for protection only those parts of material,
 12 documents, items, or oral or written communications that qualify — so that other
 13 portions of the material, documents, items, or communications for which protection is not
 14 warranted are not swept unjustifiably within the ambit of this Order.

15 Mass, indiscriminate, or routinized designations are prohibited.
 16 Designations that are shown to be clearly unjustified or that have been made for an
 17 improper purpose (e.g., to unnecessarily encumber or retard the case development
 18 process or to impose unnecessary expenses and burdens on other parties) expose the
 19 Designating Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that
 21 it designated for protection do not qualify for protection at all or do not qualify for the
 22 level of protection initially asserted, that Designating Party must promptly notify all other
 23 parties that it is withdrawing the mistaken designation.

24 **5.2 Manner and Timing of Designations.** Except as otherwise provided
 25 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under
 27 this Order must be clearly so designated before the material is disclosed or produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
4 “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY” to each page that
5 contains protected material. If only a portion or portions of the material on a page
6 qualifies for protection, the Producing Party also must clearly identify the protected
7 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for
8 each portion, the level of protection being asserted.

9 A Party or Non-Party that makes original documents or materials
10 available for inspection need not designate them for protection until after the
11 inspecting Party has indicated which material it would like copied and produced.
12 During the inspection and before the designation, all of the material made available
13 for inspection shall be deemed “HIGHLY CONFIDENTIAL — ATTORNEYS’
14 EYES ONLY.” After the inspecting Party has identified the documents it wants copied
15 and produced, the Producing Party must determine which documents, or portions
16 thereof, qualify for protection under this Order. Then, before producing the specified
17 documents, the Producing Party must affix the appropriate legend
18 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES
19 ONLY” to each page that contains Protected Material. If only a portion or portions of
20 the material on a page qualifies for protection, the Producing Party also must clearly
21 identify the protected portion(s) (e.g., by making appropriate markings in the
22 margins) and must specify, for each portion, the level of protection being asserted.

23 (b) for testimony given in deposition or in other pretrial or trial
24 proceedings, that the Designating Party identify on the record, before the close of the
25 deposition, hearing, or other proceeding, all protected testimony and specify the level of
26 protection being asserted. When it is impractical to identify separately each portion of
27 testimony that is entitled to protection and it appears that substantial portions of the
28 testimony may qualify for protection, the Designating Party may invoke on the record

1 (before the deposition, hearing, or other proceeding is concluded) a right to have up to
2 21 days to identify the specific portions of the testimony as to which protection is
3 sought and to specify the level of protection being asserted. Only those portions of the
4 testimony that are appropriately designated for protection within the 21 days shall be
5 covered by the provisions of this Stipulated Protective Order. Alternatively, a
6 Designating Party may specify, at the deposition or up to 21 days afterwards if that
7 period is properly invoked, that the entire transcript shall be treated as
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES
9 ONLY.”

10 Parties shall give the other parties notice if they reasonably expect a
11 deposition, hearing or other proceeding to include Protected Material so that the other
12 parties can ensure that only authorized individuals who have signed the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
14 proceedings. The use of a document as an exhibit at a deposition shall not in any way
15 affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL —
16 ATTORNEYS' EYES ONLY.”

17 Transcripts containing Protected Material shall have an obvious legend on
18 the title page that the transcript contains Protected Material, and the title page shall be
19 followed by a list of all pages (including line numbers as appropriate) that have been
20 designated as Protected Material and the level of protection being asserted by the
21 Designating Party. The Designating Party shall inform the court reporter of these
22 requirements. Any transcript that is prepared before the expiration of a 21-day period
23 for designation shall be treated during that period as if it had been designated
24 “HIGHLY CONFIDENTIAL — ATTORNEYS' EYES ONLY” in its entirety unless
25 otherwise agreed. After the expiration of that period, the transcript shall be treated only
26 as actually designated.

27 (c) for information produced in some form other than documentary and for
28 any other tangible items, that the Producing Party affix in a prominent place on the

1 exterior of the container or containers in which the information or item is stored the
 2 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL — ATTORNEYS' EYES
 3 ONLY". If only a portion or portions of the information or item warrant protection, the
 4 Producing Party, to the extent practicable, shall identify the protected portion(s) and
 5 specify the level of protection being asserted.

6 5.3 Inadvertent Failures to Designate. If timely corrected, an
 7 inadvertent failure to designate qualified information or items does not, standing alone,
 8 waive the Designating Party's right to secure protection under this Order for such material.
 9 Upon timely correction of a designation, the Receiving Party must make reasonable
 10 efforts to assure that the material is treated in accordance with the provisions of this
 11 Order.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any Party or Non-Party may
 14 challenge a designation of confidentiality at any time. Unless a prompt challenge to a
 15 Designating Party's confidentiality designation is necessary to avoid foreseeable, substantial
 16 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
 17 litigation, a Party does not waive its right to challenge a confidentiality designation by
 18 electing not to mount a challenge promptly after the original designation is disclosed.

19 6.2 Meet and Confer. The Challenging Party shall initiate the
 20 dispute resolution process by providing written notice of each designation it is
 21 challenging and describing the basis for each challenge. To avoid ambiguity as to whether
 22 a challenge has been made, the written notice must recite that the challenge to
 23 confidentiality is being made in accordance with this specific paragraph of the
 24 Protective Order. The parties shall attempt to resolve each challenge in good faith and
 25 must begin the process by conferring directly (in voice to voice dialogue; other forms of
 26 communication are not sufficient) within 14 days of the date of service of notice. In
 27 conferring, the Challenging Party must explain the basis for its belief that the
 28 confidentiality designation was not proper and must give the Designating Party an

1 opportunity to review the designated material, to reconsider the circumstances, and, if no
 2 change in designation is offered, to explain the basis for the chosen designation. A
 3 Challenging Party may proceed to the next stage of the challenge process only if it has
 4 engaged in this meet and confer process first or establishes that the Designating Party is
 5 unwilling to participate in the meet and confer process in a timely manner.

6 6.3 Judicial Intervention. If the Parties cannot resolve a challenge
 7 without court intervention, ~~they shall comply with the undersigned's Standing Order re~~
 8 ~~the Designating Party shall file and serve a motion to retain~~
 9 ~~confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5,~~
 10 ~~if applicable)~~ within 21 days of the initial notice of challenge or within 14 days of the
 11 parties agreeing that the meet and confer process will not resolve their dispute, whichever
 12 is earlier. Each ~~such motion must be accompanied by a competent declaration affirming~~
 13 ~~that the movant has complied with~~ the meet and confer requirements imposed in the
 14 preceding paragraph. ~~Failure by the Designating Party to make such a motion including the~~
 15 ~~required declaration~~ within 21 days (or 14 days, if applicable) shall automatically waive
 16 the confidentiality designation for each challenged designation. In addition, the
 17 Challenging Party may ~~file a motion challenging~~ a confidentiality designation at any time
 18 if there is good cause for doing so, including a challenge to the designation of a deposition
 19 transcript or any portions thereof. Any ~~motion~~ **DDJR** brought pursuant to this provision must
 20 ~~be accompanied by a competent declaration affirming that the movant has complied with~~
 21 ~~the meet and confer requirements imposed by the preceding paragraph.~~ **have been satisfied.**

22 The burden of persuasion in any such challenge proceeding shall be on
 23 the Designating Party. Frivolous challenges and those made for an improper purpose
 24 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 25 expose the Challenging Party to sanctions. Unless the Designating Party has waived
 26 the confidentiality designation by failing to ~~file a motion~~ **seek relief** to retain confidentiality as
 27 described above, all parties shall continue to afford the material in question the level of
 28 protection to which it is entitled under the Producing Party's designation until the court
 rules on the challenge.

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material
3 that is disclosed or produced by another Party or by a Non-Party in connection with this
4 case only for prosecuting, defending, or attempting to settle this litigation. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the litigation has been terminated, a Receiving
7 Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party
9 at a location and in a secure manner that ensures that access is limited to the persons
10 authorized under this Order.

11 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
12 otherwise ordered by the court or permitted in writing by the Designating Party, a
13 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
14 only to:

15 (a) the Receiving Party's Outside Counsel of Record in this action, as
16 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
17 to disclose the information for this litigation and who have signed the "Acknowledgment
18 and Agreement to Be Bound" that is attached hereto as Exhibit A;

19 (b) the officers directors, and employees (including House Counsel) of
20 the Receiving Party to whom disclosure is reasonably necessary for this litigation and
21 who have signed the "Acknowledgement and Agreement to Be Bound" (Exhibit A);

22 (c) Experts (as defined in this Order) of the Receiving Party to whom
23 disclosure is reasonably for this litigation and who have signed the Acknowledgement
24 and Agreement to Be Bound" (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff, professional jury or trial consultants,
27 and Professional Vendors to whom disclosure is reasonably necessary for this litigation
28 and who have signed the "Acknowledgement and Agreement to Be Bound" (Exhibit A);

(f) during the depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other personal who otherwise possessed or knew the information.

7.3 Disclosure of "HIGHLY CONFIDENTIAL — ATTORNEYS' EYES ONLY" Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY CONFIDENTIAL — ATTORNEYS' EYES ONLY":

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

(b) Designated House Counsel of the Receiving Party (1) who has no involvement in competitive decision-making, (2) to whom disclosure is reasonably necessary for this litigation, (3) who has signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), and (4) as to whom the procedures set forth in paragraph 7.4(a)(1), below, have been followed;

(c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed;

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary

1 for this litigation and who have signed the "Acknowledgment and Agreement to Be
2 Bound" (Exhibit A); and

3 (f) the author or recipient of a document containing the information or
4 a custodian or other person who otherwise possessed or knew the information.

5 7.4 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" —
6 ATTORNEYS' EYES ONLY" information or items may be disclosed to an Expert
7 without disclosure of the identity of the Expert as long as the Expert is not a current
8 officer, director, or employee of a competitor of a Party or anticipated to become one.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
10 PRODUCED IN OTHER LITIGATION

11 If a Party is served with a subpoena or a court order issued in other litigation
12 that compels disclosure of any information or items designated in this action as
13 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL — ATTORNEYS' EYES ONLY"
14 that Party must:

15 (a) promptly notify in writing the Designating Party. Such notification
16 shall include a copy of the subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena or order
18 to issue in the other litigation that some or all of the material covered by the subpoena or
19 order is subject to this Protective Order. Such notification shall include a copy of this
20 Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be
22 pursued by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with
24 the subpoena or court order shall not produce any information designated in this
25 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL — ATTORNEYS'
26 EYES ONLY" before a determination by the court from which the subpoena or order
27 issued, unless the Party has obtained the Designating Party's permission. The
28 Designating Party shall bear the burden and expense of seeking protection in that court

1 of its confidential material — and nothing in these provisions should be construed as
2 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive
3 from another court.

4 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has
6 disclosed Protected Material to any person or in any circumstance not authorized under
7 this Stipulated Protective Order, the Receiving Party must immediately (a) notify in
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to
9 retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons
10 to whom unauthorized disclosures were made of all the terms of this Order, and (d)
11 request such person or persons to execute the “Acknowledgment and Agreement to Be
12 Bound” that is attached hereto as Exhibit A.

13 10. INADVERTENT PRODUCTION OF PRIVILEGED OR
14 OTHERWISE PROTECTED MATERIAL

15 “If information is produced in discovery that is subject to a claim of privilege
16 or of protection as a trial-preparation material, the party making the claim may notify
17 any party that received the information of the claim and the basis for it. After being
18 notified, a party must promptly return or destroy the specified information and any
19 copies it has and may not sequester, use or disclose the information until the claim is
20 resolved. This includes a restriction against presenting the information to the court
21 for a determination of the claim. This provision is not intended to modify whatever
22 procedure may be established in an e-discovery order that provides for production
23 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e),
24 insofar as the parties reach an agreement on the effect of disclosure of a communication
25 or information covered by the attorney-client privilege or work product protection, the
26 parties may incorporate their agreement in the stipulated protective order submitted to
27 the court.
28

1 11. MISCELLANEOUS

2 11.1 Right to Further Relief. Nothing in this Order abridges the right
3 of any person to seek its modification by the court in the future.

4 11.2 Right to Assert Other Objections. By stipulating to the entry of
5 this Protective Order no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 11.3 Filing Protected Material. Without written permission from the
10 Designating Party or a court order secured after appropriate notice to all interested
11 persons, a Party may not file in the public record in this action any Protected Material. A
12 Party that seeks to file under seal any Protected Material must comply with Civil
13 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
14 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
15 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the
16 Protected Material at issue is privileged, protectable as a trade secret, or otherwise
17 entitled to protection under the law. If a Receiving Party's request to file Protected
18 Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the
19 Receiving Party may file the Protected Material in the public record pursuant to Civil
20 Local Rule 79-5(e) unless otherwise instructed by the court.

21 12. FINAL DISPOSITION

22 Within 60 days after the final disposition of this action, as defined in
23 paragraph 4, each Receiving Party must return all Protected Material to the Producing
24 Party or destroy such material. As used in this subdivision, "all Protected Material"
25 includes all copies, abstracts, compilations, summaries, and any other format
26 reproducing or capturing any of the Protected Material. Whether the Protected Material
27 is returned or destroyed, the Receiving Party must submit a written certification to the
28 Producing Party (and, if not the same person or entity, to the Designating Party) by the 60

1 day deadline that (1) identifies (by category, where appropriate) all the Protected
 2 Material that was returned or destroyed and (2) affirms that the Receiving Party has not
 3 retained any copies, abstracts, compilations, summaries or any other format reproducing or
 4 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
 5 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
 6 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
 7 expert reports, attorney work product, and consultant and expert work product, even if
 8 such materials contain Protected Material. Any such archival copies that contain or
 9 constitute Protected Material remain subject to this Protective Order as set forth in Section
 10 4 (DURATION).

11
 12 DATED: October 18, 2011 MARLIN & SALTZMAN, LLP

13
 14 By: /s/ Dale A. Anderson

15 LOUIS M. MARLIN,
 16 DALE A. ANDERSON
 LYNN P. WHITLOCK

17 Attorneys for Plaintiffs
 18 JOHN HOPKINS AND BRODY
 PUCKETT

19 DATED: October 18, 2011 LITTLER MENDELSON
 20 A Professional Corporation

21 By: /s/ Lena K. Sims

22 THEODORA R. LEE
 23 LENA K. SIMS

24 Attorneys for Defendant
 25 STRYKER SALES CORPORATION

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1 **AS MODIFIED BY THE COURT,**
2 PURSUANT TO STIPULATION, IT IS SO ORDERED.
3 ^

4 DATED: October 19, 2011

5 
6 HONORABLE ~~LUCY H. LOH~~ HOWARD R. LLOYD
7 UNITED STATES DISTRICT JUDGE
8 MAGISTRATE
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ of [print or type full name],
 of _____
 _____ [print or type full address], declare under penalty of perjury that I have read
 in its entirety and understand the Stipulated Protective Order that was issued by the United
 States District Court for the Northern District of California on _____ in the
 case of *John Hopkins and Brody Puckett, et al. v. Stryker Sales Corporation*, U.S.
 District Court Case No. CV-11-02786-LHK. I agree to comply with and to be bound
 by all the terms of this Stipulated Protective Order and I understand and acknowledge that
 failure to so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any information or
 item that is subject to this Stipulated Protective Order to any person or entity except in
 strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Northern District of California for the purpose of enforcing the terms of
 this Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

I hereby appoint _____ [print or type full
 name] of _____ [print or type full address and telephone number]
 as my California agent for service of process in connection with this action or any
 proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
 [printed name]

Signature: _____
 [signature]

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